BANGALORE WATER SUPPLY AND SEWERAGE BOARD

CAUVERY BHAVAN, KEMPEGOWDA ROAD,
BANGALORE – 560 009

TENDER FOR THE WORK OF

Work of providing Water Supply and UGD facilities (missing bits) to SMV layout 1st to 9th block, BDA layout, under Deposit contribution works.

Office of the Chief Engineer (Project)
BANGALORE WATER SUPPLY & SEWERAGE BOARD
3rd floor, Cauvery Bhavan,
K G road, Bangalore 560009.
Telephone – 080 22945108

e-mail – cep@bwssb.gov.in

TENDER REFERENCE :	:	BWSSB/CE(P)/ACE(Cst-DCW)/ 360/ 2023-24 Dt: 14.06.2023
DATE OF PUBLICATION IN E-PORTAL	:	15.06.2023
LAST DATE FOR SUBMISSION OF TENDER IN E PORTAL	:	5.7.2023 up to 1600 hrs
TIME AND DATE OF OPENING OF TECHNICAL TENDER	:	6.07.2023 after 1730hrs.
PLACE OF OPENING OF TECHINCAL TENDER	:	Office of the Chief Engineer (Project), th 3rd floor, Cauvery Bhavan, K G road, Bangalore 560009.
TIME AND DATE OF OPENING OF PRICE TENDERS	:	Will be intimated to the Qualified Tenderers
PLACE OF OPENING OF PRICE TENDER	:	Will be intimated to the Qualified Tenderers
ADDRESS FOR COMMUNICATION	:	**Chief Engineer (Project)** 3rd floor, Cauvery Bhavan, K G road, Bangalore 560009. Telephone – 080 22945108 e-mail – cep@bwssb.gov.in

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SECTION 1:

BANGALORE WATER SUPPLY AND SEWERAGE BOARD
Office of the Chief Engineer (Project)
3rd Floor, Cauvery Bhavan, K.G. Road, Bangalore 560009
email cep@bwssb.gov.in
Telephone: +91-80- 22945108

INVITATION FOR SHORT TERM TENDER
(ONLY THROUGH www.karnataka public procurement portal)

IFT No.: BWSSB/CE(P)/ ACE(Cst DCW)/ 360 /2023-24 Dated: 14.06.2023

1. The **Office of the Chief Engineer (Project)** invites tender from eligible tenderers, for the construction of work detailed in the Table below through **Karnataka public procurement portal** process with two stages tender procedure in line with the Rule 28 of the KTPP Act. The details regarding their qualification to take the tender (as detailed in ITT Clause 3) and the price tender shall be uploaded in the website of the e-procurement wizard. Technical details will be opened on the date and time mentioned in IFT clause 5 and evaluated. The price tender of the Tenderer, who is found to be qualified to execute the tendered works, will be opened on the date notified later. The Tenderers are advised to note the minimum qualification criteria specified in Section -2 Clause 3 of the Instructions to Tenderers (ITT) to qualify for award of the contract.

2. Tender documents may be downloaded through the e-procurement wizard which will link to www.karnataka public procurement portal from 15.06.2023 to 5.7.2023_on payment of a non-refundable fee indicated in the Table below, using any of these forms of OTC,NEFT, DEBIT CARD and CREDIT CARD through e-portal only**.** Interested tenderers may obtain further information at the Office of e-procurement. Tenderers will be issued a password and authorized for accessing the tender document in the website with URL: **www.karnataka public procurement portal**

3. The Bidders can download the e-tender document using their user ID –password, by accessing **www.karnataka public procurement portal** where electronic tender form is provided. Additional information related to e-tender process can be obtained through the above mentioned website. The electronic tender will be operated as Two stage Tender system by opening the Technical details first and financial portion of the eligible tenderers later.
4. Tenders must furnish Earnest Money Deposit specified for the work in the Table below. Earnest Money Deposit will have to be paid through any one of the forms OTC,NEFT, DEBIT CARD and CREDIT CARD through e-portal only.
5. Contractors should have registration in KPWD of State Government organization, public sector under takings, other state Governments.

BANGALORE WATER SUPPLY AND SEWERAGE BOARD

Office of the Chief Engineer (Project)

3rd Floor, Cauvery Bhavan,
KG Road, BANGALORE 560 009

NO.BWSSB/CE(P)/ ACE (Cst DCW)/ 360 /2023-24 Date: 14.06.2023

INVITATION FOR SHORT TERM TENDER (IFT)
(Through e-Procurement Portal Only)

BWSSB, invites item rate e-Tenders in Two Stage Tender system from eligible contractors through Karnataka Public Procurement Portal for the following work:

Sl. No	Name of Work	Cost of Tender Document including Taxes Rs.	Amount put to Tender Rs.	Bid Security (Rs.)	Period of completion	Eligibility Criteria during last 5 years (2018-19, 2019-20, 2020-21, 2021-22, 2022-23)	
						Turnover (in all classes of Civil Engineering construction works) for any of the two years Rs. in Lakhs	Performance & Work Qualification
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

1	Work of providing Water Supply and UGD facilities (missing bits) to SMV layout 1st to 9th block, BDA layout, under Deposit contribution works	To be specified by e-procurement cell.	Rs. 3,31,00,000/-	5,86,000/-	11 months (Including monsoon period)	Rs.767 lakhs	1. 1.As prime contractor should have satisfactorily completed at least one similar work such as: • Providing and laying of 100mm and above DI water supply line of value not less than 59 Lakh and • Providing and laying of UGD of GSW/RCC/DWC of value not less than Rs.104 Lakh. 2.Executed in any one year, the following minimum quantities: • 100mm & above DI K-9 Class : 3488 Rmt. • 230mm dia & above GSW : 4649 Rmt • 300mm dia & above RCC : 514 Rmt

Note: 1.The amount put to tender Rs. **3,31,00,000**/- is excluding the GST.

2. The tenderer shall quote the rates excluding GST and the GST will be reimbursed as per actual.

3. The financial bid evaluation will be based on (1) of above note.

The tender documents can be downloaded through website www.karnataka public procurement portal from: 15.06.2023 to 5.07.2023 The Last date for submission of completed tender documents through e–procurement portal is 5.07.2023 upto 1600 **hrs** and date of opening of tender on 6.07.2023 after 1730 hrs**.**

The details of work / eligibility of contractor etc can be had from website www.karnataka public procurement portal Further particulars may be obtained from

the above office during office hours & also from website www.karnataka public procurement portal

Chief Engineer(Project)

BWSSB

"ADOPT RAIN WATER HARVESTING SYSTEM AND SAVE WATER"

I. Work Experience:

i) As prime contractor should have satisfactorily completed at least one similar work such as:

- Providing and laying of 100mm and above DI water supply line of value not less than **59 Lakh** and
- Providing and laying of UGD of GSW/RCC/DWC of value not less than **Rs.104 Lakh.**

ii) Executed in any one year, the following minimum quantities:

a. 100mm & above DI K-9 Class : 3488 Rmt.
b. 230mm dia & above GSW : 4649 Rmt
c. 300mm dia & above RCC : 514 Rmt

II. Financial capabilities: -

1 a. To qualify for award of this contract, each Tenderer in its name should have in the last five years i.e. 2018-19 to 2022-23).

0 Should have achieved in at least two financial years a minimum financial turnover (in all classes of civil engineering construction works only) of Rs. 767 Lakhs

b. Liquid assets and/or availability of credit facilities of not less than **Rs. 105**

lakhs (credit lines/letter of credit/ certificates from Nationalized/scheduled banks in India for meeting the fund requirement etc.)

c. Assessed available tender capacity – (A x N x 1.5 - B) > Rs. 384 Lakh

Where A = Maximum value of civil engineering works executed in any one year during the last five years (updated to 2023-24 price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at 2023-24 price level, of existing commitments and on-going works to be completed during the next 6 month.

6. The last date for uploading of completed tender document is on 5.7.2023 upto **1600 hrs.**

7. Uploading signed copy of Form of Tender is mandatory, failing which the tender will be technically non-responsive. The financial proposal should not be disclosed in the Form of Tender, if so the tender will be technically non-responsive.

8. The bids will be opened at the office mentioned in para No.12 on 6.7.2023 **at 1730 hrs** in the presence of bidders or their authorized representatives. If the bid opening day remains as public holiday, Bids will be opened on the next working day at the original stipulated time.

9. Bidders can access tender documents from the website and upload the required details; those are mentioned in different sections in the bid document in to electronic tender box on the website. Scanned documents those are required to be furnished

as per Section 2, 3 & 4 of the bid document shall be submitted through e-portal preferably in **PDF** format for clear vision.

10. The cost of the tender document once paid will not be refunded.

11. Applications / requisitions from joint venture Firms are not acceptable.

12. The cost of the tender document once paid will not be refunded.

13. The successful bidder would be required to give performance **bank guarantee of 5%** of the contract amount plus additional security for unbalanced bid amount from a Nationalized / Scheduled Indian Bank, with jurisdiction at Bangalore as specified in the clause no.29 of ITT, towards guarantee for completion of work within the stipulated period.

14. Bangalore Water Supply and Sewerage Board reserve the right to cancel or annul the entire or part of this process of invitation at any time without assigning any reason.

15. For any additional information regarding the above tender, the firms who are interested to quote, may contact office of the undersigned at the office address given below on all working days during office hours 1030hours to 1700 hours.

The Chief Engineer (Project),
Bangalore Water Supply and Sewerage Board
3rd Floor, Cauvery Bhavan D- Block,
Kempe Gowda Road, Bangalore - 560009
Karnataka, India.
Telephone: +91-80- 22945108
e-mail ID: cep@bwssb.gov.in
Or **visit Website** www.karnataka public procurement portal

16. List of documents to support qualification of bidder is to be uploaded to the e-Portal website www.karnataka public procurement portal

17. Bidders shall submit offers that comply with the requirements of the bid document, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered. The attention of the bidders is drawn to clause 23 regarding the rejection of the bids, which are not substantially responsive to the requirement of the bid document.

18. Other details can be read from the tender documents.

19. Corrigendum/ Modification / Corrections, if any will be published in the website only.

-Sd/-
Chief Engineer (Project)

BWSSB.

SECTION 2:

INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

1.1 ***The Chief Engineer(Project), BWSSB,*** (Referred to as Employer in these documents) invites tenders following Two Cover e-procurement procedure, from eligible Tenderers, for the construction of work (as defined in these documents and referred to as "the work") detailed in the Table given in the Invitation for Tenders (IFT).

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka

2.2 Tenders from Joint ventures are not acceptable.

3. Qualification of the Tenderer:

1 3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

2 3.2 **To qualify for award of this contract, each Tenderer in its name should have in the last five years i.e. 2018-19 to 2022-23).**

3

(a) Achieved in at least two financial years a minimum financial turnover (in all classes of civil engineering construction works only) of Rs. ***767 lakhs***.

(b) As prime contractor should have satisfactorily completed at least one similar work such as:

i. Providing and laying of 100mm and above DI water supply line of value not less than **59 Lakh** and

ii. Providing and laying of UGD of GSW/RCC/DWC of value not less than **Rs.104 Lakh.**

(c) Executed in any one year, the following minimum quantities of work:

a. 100mm & above DI K-9 Class : 3488 Rmt.

b. 230mm dia & above GSW : 4649 Rmt

c. 300mm dia & above RCC : 514 Rmt

(d) Deleted.

(e) Deleted.

3.3 Each **Tenderer should further demonstrate**:

0 Each Tenderer should further demonstrate:

a. Availability by owning 50% of the required / specified key & critical equipment for this work & remaining 50% can be deployed on lease / hire basis for all works provided, the relevant documents (commitment agreements etc.,) for availability for this work shall be furnished. Some of the equipments are as follows:

Sl No.	**Details**	**Nos**
1	Crane or Hydra (10 ton)	1
2	Excavators (1 m3)	2
3	Tipper/Dumper Trucks (10 m3)	2
4	Tractors	2
5	Pipe laying accessories like tripod, chain pully etc.	2
6	Road cutting machine	2
7	Hydraulic testing pumps with testing accessories	2

[In case of hiring, agreement copy for such arrangement shall be furnished]

b. Liquid assets and /or availability of credit facilities of no less than **Rs. 105 lakhs.-**(Credit lines/letter of credit/certificates from Nationalized / Schedule banks in India for meeting the fund requirement etc.,

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the

qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

1 3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B)>391 Lakh

where

A = Maximum value of civil engineering works executed in any one year during the last five years (updated to **2023-24** price level) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at **2023-24** price level, of existing commitments and on-going works to be completed during the next **1** years (period of completion of the works for which Tenders are invited)*

Note: The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer’s participation to be disqualified.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the

Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2:

7.2 Both the sets should be completed and returned with the tender.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex, facsimile and e-mail) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents through e-mail, including a description of the enquiry but without identifying its source. Same will available in the website of e-procurement www.kppp.karnataka.gov.in

8.2 Pre-tender meeting:

8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at Office of the Chief Engineer (Project), Bangalore Water Supply & Sewerage Board, 3rd floor, Cauvery Bhavan, K.G.Road, Bangalore -560009 on **22.06.2023 at 2.30PM**

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2.3 The tenderer is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

10.1 The tender submitted in e-procurement portal by the Tenderer shall contain the documents as follows:

(a) Scanned copy of Earnest Money Deposit made ;
(b) Scanned copies of Qualification Information as per formats given in Section 3;
(c) The Tender (in the format indicated in Section 4)
(d) Priced Bill of Quantities (Section 9);

and any other materials required to be completed and submitted by Tenderers in accordance with these

instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception. The Earnest Money Deposit shall be submitted to the Tender inviting authority on or before the time of submission mentioned in IFT. PHOTO COPIES OF THE DOCUMENTS SHOULD BE NOTARISED.

(e) The Form of Tender (in the format indicated in Section 4) (Mandatory)

10.2 Deleted.

11. Tender prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The bidder shall fill in the unit rates in figures for all items of the Works described in the Bill of Quantities. The system will automatically convert the unit rates mentioned in figures to words and also calculate the amount of that item as well as the total Bid value. *Items for which no rate is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates in the Bill of Quantities*

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 Deleted

12. Tender validity

12.1 Tenders shall remain valid for a period not less than **ninety days** after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by e-mail. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit

13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as shown in column 2 of the Table of IFT for this particular work. This earnest money deposit shall be paid through Karnataka public procurement portal.

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;
(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or
(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
(i) sign the Agreement; or
(ii) furnish the required Security deposit

14. Format and signing of Tender

14.1 The completed bid comprising of documents indicated in ITB 10, should be uploaded in the **Karnataka public procurement portal of BWSSB** through the website www.kppp.karnataka.gov.in along with scanned copies of requisite certificates those are mentioned in different sections in the bid document and scanned copy of Bid Security / EMD in case it is provided in the form of Banker's cheque/ Demand draft/Pay Order

14.2 All the documents should be uploaded to the www.kppp.karnataka.gov.in. Tenderer should take a print out of the declaration letter provided in the website on company letter head and should sign, stamp and upload the same to the tender wizard of BWSSB.

14.3 Deleted

D. Submission of Tenders

15. Up-loading & submission of tenders

15.1 The tenders should be uploaded only through **e-procurement portal**. Tender should contain

A. Technical Tender consisting of following:

a. All the documents with required details in prescribed format; those are mentioned in different sections in the Tender. Form of Tender, Declaration statement regarding

Customs/ Excise duty exemption for materials/ construction equipment brought to site as mentioned in Section 2, etc., shall be downloaded, filled with required details, signed, scanned & uploaded to the e-procurement portal website www.kppp.karnataka.gov.in on or before the time and date indicated in notification /Section I IFT.

b. **Tender security.** Tender security can be paid to BWSSB in the form of Banker's cheque/ Demand draft/Pay Order (the details like reference number, date, name of the Bank and drawn in favour are to be registered on the tender wizard of BWSSB)

The above documents along with notarized copies of documentary evidences as indicated in Section—II ITT, Section-III Qualification information & Section IV Forms of Tender shall be scanned and uploaded to the website compulsorily, failing which tender will be rejected in view of incomplete bid document and

B. Financial Tender consisting of Bill of Quantities (file name: BOQ.xls). The tenderer shall down load the bill of quantities and key in the rates (in figures only) in the Bill of Quantities sheet and upload the same file on to the website on or before the time and date indicated in notification /Section I IFT.

Scanned copy of Bid security (as cited in IFT Para No.2) provided in the form of Banker's cheque/ Demand draft/Pay Order, is to be uploaded to the e procurement portal of BWSSB before **1600 hrs on, Dt : 5.7.2023**

In case of failure of the tenderer to submit the same within stipulated time, their tender will be rejected.

NOTE:

1. URL of the Website for tender submission through e-procurement portal is as follows:

i www.karnataka public procurement portal**.**

ii **Chief Engineer (Project)**
Bangalore Water Supply and Sewerage Board,
3rd Floor, Cauvery Bavan,
K.G. Road, Bangalore560009
Karnataka, India.
Telephone: +91-80- 22945108

2. The details related to submission of tenders, downloading / uploading of documents or other details are available online in the help wizard, Vendor manual & FAQ of above website. The same is provided along with sample formats in Annexure-I of the Bid document for ready reference.

15.2 Deleted

15.3 Unique Identification Number will be automatically generated by the server with time - stamp and sent to the account of the bidder as an acknowledgement after bidder finally uploads the bids.

15.4 Deleted.

16. Deadline for submission of the Tenders

16.1 Tenders must upload all the tender documents in the e-procurement portal not later than 5.7.2023 **Upto 1600 Hrs**. In the event of the specified date for the submission of tenders being changed / postponed by the Employer due to unforeseen circumstances, the corrigendum will be issued in the news paper & the deadline for submission of tenders will be intimated accordingly.

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment/corrigendum in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1 The software of e-procurement system will not allow the Bidder to upload the documents after expiration of the stipulated date & time of Bid submission. The Bidder shall refer the server time, which will be displayed in the e-procurement portal of BWSSB. Employer will not be responsible for non-receipt of bids on the stipulated date & time prescribed in clause 16, due to Internet Problems, improper uploading or any other related problems. In case of connectivity problems, Tenderer may contact Helpdesk of the e-tender service provider and may also draw the attention of tender inviting authority.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may “modify” and “withdraw” their tenders multiple numbers of times, until the deadline for submission of tenders by operating the relevant provision made in e-tendering. If the Tenderer withdraws the tender before the deadline for submission of tenders and later if he is interested to submit the tender once again, may do so within the stipulated date & time as mentioned in Clause 16. In this case within the stipulated date & time, the tenderer can once again submit the requisition to the officer inviting tenders for access to the withdrawn tender document for resubmission. For this tenderer need not make any additional payment towards the cost of tender document. Communication of modification / withdrawal by other means will not be accepted.

18.2 Deleted.

18.3 No Tender may be modified after the deadline for submission of Tenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

18.5 Tenderers may offer discounts for individual items by simply modifying the quoted unit price in the Bill of Quantities. Also, Tenderer may enter their overall discount, at specified location in the Bill of Quantities only, by submitting tender modifications in accordance with this clause. Communication of discount by other means will not be accepted.

E. Tender opening and evaluation

19. Opening of Technical portion of Tenders and evaluation to determine qualified Tenderers:

19.1 The Employer will open the Technical details of all the Tenders received (except those withdrawn), including modifications made pursuant to Clause 18, in the presence of the Tenderers or their representatives on **6.7.2023 after 1730hrs .** In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 WITHDRAWAL proposal submitted pursuant to clause 18 shall be read out first and their bids shall not be opened.

19.3 The Tenderers names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.

19.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

19.5 The Price Tenders of all the Tenderers including modifications for Financial tenders can not be opened as this is programmed to open later after evaluation of the Technical details of the participating Tenderers.

19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

20. Opening of Price Tender of qualified Tenderers and evaluation:

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the price Tenders. The Employer will open the price tender of Qualified Tenderers at

the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Price tender opening being declared a holiday for the Employer, the price tenders will be opened at the appointed time and location on the next working day.

20.2 Deleted.

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

20.4 The Employer shall prepare minutes of the Price Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarifications of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer’s Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers’ Tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and;

(b) is substantially responsive to the requirements of the Tender documents like [(a)Form of Tender, (b)Declaration statement regarding Customs/ Excise duty exemption for materials/ construction equipment brought to site as mentioned in Section 2 etc.,] Scanned / uploaded [including documents those are required to be furnished as per Section 2, 3 & 4 of the tender,]; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the tendering documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

24.1 (a) Once the Tenderer key in the rates in figures, in the Bill of quantities provided, rate in words will be auto generated by the system.

(b) Once the Tenderer key in the rates in figures, in the Bill of quantities provided, the system will automatically calculate the amount of that item as well as the total Bid value.

24.2 Deleted

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 Deleted.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer’s estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer

within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in the form of Bank Guarantee for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract. :

1 - Bank guarantee in favour of ***Chairman, BWSSB*** payable at ***Bangalore***

2 in the form given in Section 10;

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30 Advance Payment and Security:

30.1 The Employer will provide an advance payment on the contract price as stipulated in the Conditions of Contract, subject to the maximum amount as stated in the Contract Data.

31. Corrupt or Fraudulent practices

31.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt

or fraudulent practices in competing for, or in executing, a GOK contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3:

QUALIFICATION INFORMATION

The following form is to be downloaded, particulars are to be filled, scanned & uploaded by the Bidder, to the tender wizard of BWSSB **"**www.eproc.karnataka.gov.in**"** along with the Bid.

Note: The detailed procedure for downloading / uploading the documents will be available in Help wizard, Vendor manual & FAQ of the above mentioned Website.

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]
Place of Registration _____
(Attach Copy)

Principal place of business: _____

1.2 Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lakhs)[1]
(Attach turnover certificate from Chartered Accounted along with balance sheets and P/L statement).

2018-19 _____
2019-20 _____
2020-21 _____
2021-22_____
2022-23_____

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

Year	Name of Work	Name of Employer	Quantity of work performed (cum)[2]	Remarks (Indicate contract

[1] Attach Certificate from Chartered Account by uploading the scanned copies

						reference)
			Cement Concrete	Masonry	Earthworks	
2018-19						
2019-20						
2020-21						
2021-22						
2022-23						

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works[3] remaining to be completed (Rs. lakhs)	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated Date period of completion	when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement[4]			Owned and available		Remarks
	No.	Capacity	Owned	Number/ Capacity	Age/ Condition	

[2] Items of work for which data is requested should tally with that specified in ITT Clause 3

[3] Contractor shall enclose / attach / up load all necessary certificates duly attested by the employer

[4] The Item of equipment, required number and capacity should match with those in ITT Clause 3.3(a) (Filled scanned & uploaded)

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

FORMAT OF BANKER'S CERTIFICATE /LINE OF CREDIT LETTER [TO BE ISSUED IN THE LETTER HEAD OF THE BANK BRANCH]

Reference Number (Sl No.) Place
Date
To
(Name & Address of the beneficiary)

This is to certify that Mr./ M/s. ..... [name of the customer] having is /their registered/administrative office at.....is a customer of our bank and are engaged in..... (nature of activity). If the .....customer is allotted/awarded with ..... (brief details of works], we may extend credit facilities upto Rs..... lakh, to meet his /their working capital requirement towards the execution of the said work order as per Loan policy of the Bank.

This credit is valid upto three months from the date of issue, that is upto dd/mm/yyyy.

Sd/-
Name of the Bank, Branch
Manger
Address:
.....

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price .

Item of Work	Value of Sub-Contract	Identified Sub-Contractor (Name and address)	Experience of similar work [5]

1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

[5] Attach Certificate from the respective Employers (scanned & Uploaded)

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

SECTION 4:

FORM OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works: Work of providing Water Supply and UGD facilities (missing bits) to SMV layout 1st to 9th block, BDA layout, under Deposit contribution works.

Tender

To

Chief Engineer (Project)
Bangalore Water Supply and Sewerage Board,
3rd Floor, Cauvery Bhavan,
K.G. Road, Bangalore560009
Karnataka, India.

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender.

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

_____

Name of Tenderer _____

Address: ----------

NOTE: This form shall be download, filled and printed on the Company letter head, Signed, Scanned and uploaded. Failure to furnish the signed copy will lead to Non-

Responsive Tender. The price bid should not be filled in the form of tender.

Letter of Acceptance

(letterhead paper of the Employer)

_____[date]

To:

_____
[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the _____ _____ [name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees —— _____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs.———— within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature
Name and Title of Signatory
Name of Agency

Issue of Notice to proceed with the work

(letterhead of the Employer)

———— (date)

To
————————————— (name and address of the Contractor)
—————————————
—————————————

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of ————[name of the contract] a Tender Price of Rs.————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

Agreement Form

Agreement

This agreement, made the _____day of _____20_____, between_____ _____[name and address of Employer] (hereinafter called "the Employer") of the one part and _____ _____ _____ _____ __ _____[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute _____ _____ _____ _____[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   i) Letter of Acceptance;
   ii) Notice to proceed with the works;
   iii) Contractor's Tender;
   iv) Contract Data;
   v) Conditions of contract (including Special Conditions of Contract);
   vi) Specifications;
   vii) Drawings;
   viii) Bill of Quantities; and
   ix) Any other document listed in the Contract Data as forming part of the contract.
5. Jurisdiction of Courts/Arbitration: The sitting of arbitration shall be held at Bangalore only and nowhere else.

6. Dispute of any kind arising out of the contract shall be resolved within the jurisdiction of Bangalore City only and the parties agree and clearly understand that the courts/tribunals situated at Bangalore Metropolitan City have exclusive jurisdiction for the redressal of the disputes arising out of the contract and at no other place.

7. The Parties further agree and understand that the place or places of issue of bank guarantee other than Bangalore will have no jurisdiction to resolve dispute of any kind relating to enforcement of the bank guarantees submitted by the contractor at Bangalore for the execution of the contract at Bangalore.

8. The contractor shall comply with all the legal requirements in the matter of employment of workmen and provide all safety gadgets to the workmen while working in the hazards place or conditions during the execution of the contract.

9. Contractor shall be fully responsible in the event of death of employee/workman during the execution of the work and liable to pay adequate compensation to the dependents of employee/workman as per law.

10. On his/their failure, if the Board is made to pay compensation the same shall be recovered by the Board from the contractor out of the amounts due to the contractor or by appropriate legal action.

11. If death of any employees occurs during execution of work due to negligence of contractor, the contract will be liable for termination.

12. In the event of such termination, the employer may consider blacklisting of firm after due notice.

13. In case of any death or accident the contract will be cancelled after following due process.

14. The Board will be entitled to claim exemplary damages from the contractor in case of death of any work man / employees of the contractor in any of the BWSSB works as it damages the reputation of the Board.

15. Road cutting machine should be used mandatorily while executing the work.

16. Any utilities encountered during execution if damaged by the contractor, the same need to be rectified immediately without any delay at his own cost with due approval from the concerned.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said

_____

_____

in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____

SECTION 5:

CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Compensation events are those defined in Clause 38 hereunder.

The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.

The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor’s Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 Deleted

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor's design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen; or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or
(B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :

(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Temporary Works

18.3 The Employer’s approval shall not alter the Contractor’s responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer’s decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer’s decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. Time Control

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer’s notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer’s notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing with in 30days, failing which the work shall be carried out as though there is no variation. In case variation is approved, it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation, if any.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the

overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

1 35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The Contractor shall be liable to pay liquidated damages for shortfall in progress. For Progress beyond the agreed program, payment is subject to availability of the grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.
(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.
(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
(e) The effect on the Contractor of any of the Employer’s Risks.
(f) The Employer unreasonably delays issuing a Certificate of Completion.
(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer’s own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. Price Adjustment:

40.1 Contract price shall be adjusted for increase or decrease in rates and prices of materials, fuels and lubricants in accordance with the following principles and procedures and as per formulae given in the Contract Data.

1 (a) The price Adjustment shall apply for the work done from the date of commencement up to the end of original period of completion or extensions granted by the Employer and shall not apply to work carried out beyond the stipulated period of completion for reasons attributable to the Contractor;

2

3 (b) Price Adjustment shall be admissible from the date of opening of tenders (original or extended)

4 (c) The price adjustment shall be determined during each quarter from the formulae given in Contract Data.

5 (d) Following expressions and meanings are assigned to the work done during the quarter:

R = Total value of work done during the quarter. It will exclude value for works executed under variations for which price adjustment (if any) will be worked out separately based on the terms mutually agreed.

40.2 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments:

42.1 The Employer shall make payment to the Contractor of the amounts stated in the Contract Data by the date stated in the Contract Data, against provision by the Contractor of an unconditional bank guarantee in a form acceptable to the Employer issued by a Nationalized/Scheduled Bank in amounts equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest will not be charged on the advance payment.

42.2 The Contractor is to use the advance payment only to pay for Mobilization expenses required specifically for execution of the Works. The Contractor shall demonstrate that advance payment has been

used in this way by supplying copies of invoices or other documents to the Employer.

42.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuation of the work done, variations, price adjustments, compensation events or liquidated damages.

43. Securities:

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the

amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

48. As built drawings and /or Operating and Maintenance Manuals

48.1 If "as built"[6] Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(c) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(d) the Contractor does not maintain a security which is required;

(e) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(f) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause

[6] Completion Drawings

49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

F. Special Conditions of Contract

1. Labour :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations :

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Arbitration (Clause 24)

4.1 General Conditions of Dispute Adjudication Board Agreement.

If any dispute arises between the parties in connection with, or arising out of , the Contract or the execution of the works shall be adjudicated by the DBA comprising of 3 members constitute by:

a. Additional Chief Engineer, BWSSB as Employer representative,
b. The " Contractor", and
c. The "Member" third party who is being identified/nominated jointly by both Employer and Contractor.

If either party is dissatisfied with the DAB's decision, then either Party may, within 28days after receiving the decision, give Notice to the other party of its dissatisfaction. If the DAB fails to give its decision within period prescribed, then either party may, within 28 days after this period has expired, give Notice to the other Party of its dissatisfaction. Then only the procedure of 4.2 shall be initiated.

4.2 The procedure for arbitration shall be as follows:

(a) In case of dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the Organizations as per list enclosed in Annexure)

(b) Arbitration proceedings shall be held at ***Bangalore***, Karnataka, India

(c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party itself.

(d) Performance under the contract shall continue during the arbitration proceedings and payments due the Contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

Annexure:

LIST OF ORGANIZATIONS WHO ARE CONSIDERED AS APPOINTING AUTHORITY FOR APPOINTMENT OF ARBITRATORS

1 1. Indian Council of Arbitration, India;
2 2. International Centre for Alternative Disputes Resolution (India);
3 3. Indian Roads Congress;
4 4. Indian Building Congress;
5 5. Indian Institute of Bridge Engineers;
6 6. Indian Institute of Public Health Engineers;
7 7. Institute of Water Works

5 Contractor to Co-ordinate his Work with Other Contractors

5.1 The Contractor has to co-ordinate with the other concerned Contractors as already specified in Conditions of Contract for all such works as per the directions of Engineer in charge at no extra cost.

6 **Continuation of Work:**

6.1 In case of the death of a contractor after executing the agreement / commencement of the work, his legal heir, if any eligible registered contractor and willing, can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

7. The contractor shall ensure the ESI and Provident Fund registration of the workers/labourers engaged in the work as per the Labour laws.

8. **Jurisdiction of Courts /Arbitration**: The sitting of Arbitration shall be held at Bangalore only and nowhere else.

9. Dispute of any kind arising out of the contract shall be resolved within the jurisdiction of Bangalore City only and the parties agree and clearly understand that the courts / tribunals situated at Bangalore Metropolitan City have exclusive jurisdiction for the redressal of the disputes arising out of the contract and at no other place.

10. The parties further agree and understand that the place or places of issue of Bank Guarantee other than Bangalore will have no jurisdiction to resolve dispute of any kind relating to enforcement of the bank guarantees submitted by the contractor at Bangalore for the execution of the Contract at Bangalore.

11. The contractor shall comply with all the legal requirements in the matter of employment of workmen and provide all safety gadgets to the workmen while working in the hazards place or conditions during the execution of the contract.

12. Contractor shall be fully responsible in the event of death of employee / workman during the execution of the work and liable to pay adequate compensation to the dependents of employee/ workman as per law.

13. On his / their failure, if the Board is made to pay compensation the same shall be recovered by the Board from the contractor out of the amounts due to the contractor or by appropriate legal action.

14. If death of any employees occurs during execution of work due to negligence of contractor, the contract will be liable for termination by following the due process.

    a. The Board will be entitled to claim exemplary damages from the contractor in case of death of any work man / employees of the contractor in any of the BWSSB works as it damages the reputation of the Board.

15. In the event of such termination, the employer may consider blacklisting of firm after due notice.

16. The Bidder Should not have applied for or are now part of Corporate Debt Restructure (CDR) / SDR in the last 5 Financial Years.

17. The Contractor shall use tertiary treated water from BWSSB for Construction, Flow testing at the prevailing rates of BWSSB.

18. The Supply of pipes and other materials shall be initially for only 50% of the quantity of BOQ is considered and further supply will be as per the recommendations of the Engineer In-charge based on the requirement.
19. All required permissions/ROW issues from all concerned departments such as NHAI / Railways / any other department shall be obtained from the contractor and Board Engineers will assist for the same. Deposits payable to the departments will be borne by the Board.
20. No Variation work will be executed by the firm unless approval is conveyed from the Competent Authority.
21. The Hard Rock obtained during execution, will not be auctioned by Board (Because of the restriction in stocking of hard rock in site and safety issues). However Rs.70.00 per cum + applicable GST of Hard Rock will be recovered from the firm in Running bills.
22. Designated qualified safety officer/Engineer shall be deployed at site from the firm.
23. The estimate for the above work is prepared excluding GST.
24. The contractors are being informed to quote their rate excluding GST. The GST, at the prevailing rate will be paid.
25. The Contractors shall carry out the above work considering the alignment existing water supply & UGD network.
26. The Tenderer should have not been black listed by any Central / State Government Institutions in last 3 Financial Years. An undertaking (Self-Certificate) in this regard that the bidder hasn’t been blacklisted by any Central / State Government Institution must be submitted.
27. Tenderer should visit/ inspect the site to know the existing Utilities if any before attending pre-bid meeting and quoting.
28. The Bidder should not have incurred losses for more than 2 years in last Five financial years.
29. The Tenderer should upload the notarized copy of the Certificates. If the certificates are found to be not genuine, action will be taken on such tenderer and will be Black listed.
30. In respect of Conditions of Contract of Section-C-Quality Control, Clause.35 of 35.1 under Payments for Variations for upto 125% of BOQ- The BOQ rates is compared with SR of year of award plus TP rates and lesser among them is considered for quantities exceeding 125% of BOQ in the work slip.
31. The “As-built” drawing (in scale 1:100) in 5 sets need to be submitted in 5 sets both in hard copy and soft copy for approval within 30days of issue of certificate of completion of work by incorporating/updating in the GIS countersigned by BWSSB officials.
32. The queries received after pre-bid meeting will not be entertained.

33. In case of any death or accident the contract will be cancelled after following due process:

    1) Any utilities encountered during execution if damaged by the contractor, the same need to be rectified immediately without any delay at his own cost with due approval from the concerned.
    2) If any undue incidents with respect to non compliance to safety at site per decease, the contractor has to pay Rs. 10.00 Lakh immediately, failing which the Board will pay and the same will be recovered by the contractor.

34. Restrictions on public procurement from bidders of certain countries- The procurement of spare parts and other essential service support like Annual Maintenance Contract(AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from original Equipment Manufacturers (OEMS) or there authorized agents, shall be exempted from the requirement of registration as mandated under Government order No. FD 455 Exp-12/2020, Bengaluru, dated: 28.8.2020.

SECTION 6:

CONTRACT DATA

CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract: Clause Reference

1 • The Schedule of Operating and Maintenance Manuals [48]
2
3 • The Methodology and Program of Construction [25]

4 • Site Investigation Reports [14]
5
6 • The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction. [25]

The Employer is :

Name: ***Chief Engineer (Project), BWSSB.*** [1.1]

Address: 3rd ***Floor, Cauvery Bhavan,***
Kempegowda Road,
Bangalore 560 009
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Name of authorized Representative: ***Executive Engineer (DC Works) Division***

Bangalore Water supply & Sewerage Board

Rajatha Bhavan 3rd floor, Margosa Road Malleshwaram,
Bangalore.s

The name and Identification number of the Contract is : Work of providing Water Supply and UGD facilities (missing bits) to SMV layout 1st to 9th block, BDA layout, under Deposit contribution works .

The Works involves providing and laying of water supply and UGD line with allied works at SMV layout 1st to 9th block.

The start date shall be the date of issue of notice to proceed with the work. [1.1]

The Intended Completion Date for the whole of the Works is **Eighteen (11) *Months***[7] with the following milestones [17, 26]

Milestone dates:

	Physical works to be completed	Period from the date of issue of Notice to proceed with the work	**Remarks**
Milestone 1	Providing and laying 50% of total Water Supply and	Six Months	If the Milestone is

[7] Fill in the exact date of completion at the time of agreement

	UGD pipe line		not achieved within the time period, 5% of the cost of Milestone shall be withheld and will be released after achieving the target within the tender period. If the delay is attributed to the Contractor, as per the tender clause, the amount withheld will be adjusted for the delay damages to be levied.
Milestone -1value in Rs -	Rs. 166 Lakh		
5% of the Milestone-1 cost in Rs.	Rs. 8.3 lakh		
Milestone-2 duration	Providing and laying balance water supply & UGD pipeline and commissioning of the entire pipeline.	Eleven months for the date of agreement.	
Milestone -2 value in Rs	Rs. 165 Lakh-100% completion of the work in all respect as per tender		

The Site Possession Date is: **After Issue of work order** [21]
The Site is located at SMV layout. [1.1]
Defects Liability Period is 365 days. [31]

Insurance requirements are as under: [13]

	Type of Cover	Minimum cover for Insurance
(i)	Works and of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party	Rs. 25.00 Lakhs
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka

Payment Terms.

The employer will make the payment to the items on the following terms

60 % of the contract price	After supply of DI pipes, valves & fittings to site of work
30% of the contract price	After laying of pipeline.
10% of the contract price	After complete testing and commissioning of pipeline work including linking.

Price Adjustment Formula [40]

Not Applicable

The liquidated damages for the whole of the works are
Rs. ***0.1%*** per day of the contract value and that for the milestones are as under:

The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price. [41]
The amounts of the advance payment are: **Not applicable**
[42]

Repayment of advance payment for mobilization: [42]

The date by which "as-built"drawings (in scale **1:100**) in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

The amount to be withheld for failing to supply "As built" drawings by the date required is Rs. 2,00,000/- [48]

The following events shall also be fundamental breach of the contract:[49.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be ***30*** percent.
[50.1]

SECTION 7:

TECHNICAL SPECIFICATIONS

Specifications as per relevant IS codes and Bill Of Quantities

I. GENERAL

1.1 Scope of Work.

The scope of work under this Contract includes the following:

1.1.1 Providing & Laying of 300 mm dia & above MS pipes with linking.

1.12 Manufacturing, Providing, transporting, testing, laying & commissioning of 300mm dia & above MS pipeline with allied works.

1.1.3 Earthwork in all kinds of soil, hard rock. The pipeline is to be laid in the developed city roads with traffic

1.1.4 Fixing and connecting all pipelines fixtures like valves, bends, tees and other specials as specified in the construction drawings, construction all appurtenant structures such as pipe supports, valve chambers, thrust blocks, etc.,

1.1.5 Backfilling the trenches, restoring and making good all surfaces which are damaged during excavation.

1.1.6 Dismantling and reconstruction of structures such as culverts, storm water drains, roads etc., and utility lines such as water supply pipe lines, sewer lines coming in the way of the pipeline alignment.

1.1.7 Testing and commissioning of the pipe line after laying.

1.1.8 Maintenance of all the pipelines for 12 months after commissioning. During this period, the contractor has to set right the defect of any kind in the manufacture, laying and jointing of all the pipelines and in the other works in this scope of tender.

1.1.9 All work shall be done as per the specifications. The works shall include providing all materials, equipments, labour, tools, plants, transport etc., and all other services necessary for the complete construction including necessary sub-soil investigations.

1.20 The alignment of the pipeline and other typical details of pipe bedding, valve chambers, thrust blocks, pipe supports, and the general arrangement of reservoir are furnished in Drawings. Further details shall be furnished in the construction drawings during the construction stage if found necessary.

1.2 Royalties

1.2.1 The Employer shall deduct Royalties on materials used in the Works from the progress payments to the Contractor at the rates specified in the most recent “Amendment to the Karnataka Minor Minerals Concession Rules - 1969” as published by the Commerce and Industries Department (Mines) and as illustrated in Annexure-1, attached.

1.3 Site Order Book

1.3.1 The Contractor shall maintain an identical pair of Site Order Books (one marked original and the other marked duplicate), at the Site at all times during the execution of the Works for the use of the Engineer

and the Contractor. All instructions issued by the Engineer to the Contractor shall be recorded in both sets of the Site Order Book and shall be signed by the issuer and countersigned by the Contractor. After compliance with the instruction, the Contractor shall record the same in both sets of the Site Order Book duly signed and countersigned by the Engineer. Acceptance of any part of the work executed by the Contractor shall be subject to verification with respect to compliance of respective instructions of the Engineer through the Site Order Book. The Engineer shall retain the original copy of the Site Order Book, while the Contractor shall retain the duplicate one.

1.4 Quarry Materials

1.4.1 The Contractor shall be wholly responsible to identify the suitable sources for quarry materials required for the Works, such as earth, sand, stone, muram, etc., and to make his own arrangements for collection and transportation of the materials irrespective of the leads and lifts required. The quarry thus identified by the Contractor should have proper license from the Government of Karnataka. All materials supplied by the Contractor shall satisfy the requirements set forth in the Specifications and shall be subject to the approval of the Engineer. The Contractor shall take this into account while offering his rates and no claims whatsoever shall be entertained for extra costs on this account.

1.5 Inspection and testing

1.5.1 Inspection of Material to be procured

Inspection and certification of all materials used on the works such as MS Plates / Pipes and Specials , Valves, Cement, Size Stones, Sand aggregate, Lead, Rubber gaskets etc., for conformity with specifications of BIS. If insisted, inspection of materials at the manufacture place shall be arranged by the contractor at his cost including the travelling and accommodation of the inspecting officer.

1.5.2 **Inspection and certification of the various components of works.**

Construction of pipeline with all fixtures, construction of Valve Chamber including back filling of trench in layers with compaction as specified to ensure that all components of works are carried out as per specification and to required standards.

Inspection & Certification of Hydraulic Test on Completed pipe line in reaches as specified.

1.6 Technical Specifications

1.6.1 Engineer shall have the right to modify/alter the Particular Specifications and/or Standard Specifications at any time which promise to confer equal or better quality than the standard specified in the tender document. Such modification or alteration shall be

acceptable to the Contractor subject to no additional financial burden to either the Contractor or the Employer.

1.7 Storage of Materials and Plant

1.7.1 The Contractor shall provide appropriate storage facilities for materials like cement, steel, aggregates, consumable supplies, equipment, mechanical and electrical items, etc., and shall take all safety and security measures against theft and deterioration in quality, at his own cost.

1.8 Procurement of Materials:

1.8.1 CEMENT:

The Contractor shall use only 43 grade cement conforming to IS 8112 / 89 with latest amendments with ISI mark. The Contractor should furnish the manufacturer test certificate for the above brand of cement for having manufactured the cement as per relevant BIS and guarantee certificate before using the cement.

1.8.2 STEEL:

The Contractor shall procure the steel from VISL / SAIL / VSP / TISCO and manufacturers' test certificate is to be produced.

1.9 Equivalency of Standards and be procured, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards which ensure an equal or higher quality than the standards and codes specified will be acceptable subject to the Engineer's prior review and written approval. Differences between the standards specified and the proposed alternative standards must be fully described in writing by the Contractor and submitted to the Engineer at least 28 days prior to the date when the Contractor desires the Engineer's approval. In the event the Engineer determines that such proposed deviations do not ensure equal or higher quality, the Contractor shall comply with the standards specified in the documents.

1.10 Sign Board

1.10.1 The Contractor shall provide a sign board at the site of the Works of approved size and design which provides (i) the name of the Project (ii) the names and addresses of the Employer, the Contractor and the Consultant; (iii) the name and short description of the Project, (iv) the amount of the Contract Price ; and (v) the starting and completion dates.

1.11 Samples and Tests

1.11.1 The Contractor shall be responsible to develop a quality control program and to provide all necessary materials, apparatus, instruments, equipment, facilities and qualified staff for sampling, testing and quality control of the materials and the works under the Contract. Without

limiting the generality of the foregoing, the Contractor shall either (i) establish a testing laboratory at the site of Works which is adequately equipped and staffed to carry out all sampling and testing in accordance with the requirement set out in the General Specifications and/or these Special Specifications and provide all field equipment and apparatus as necessary to conduct all specified in-situ tests and/or any Tests on Completion, provided the correctness of the equipments are ensured or (ii) arrange for routine sampling, testing and reporting, as required, through a certified independent testing laboratory acceptable to the Engineer. All costs of such sampling, testing and reporting of test results will be borne by the Contractor, and the Contractor shall include sufficient provisions in his tendered rates to allow for independent sampling and laboratory testing under the direction of the Engineer up to 5% of the required tests at no additional cost. The Contractor shall furnish certified copies of all test reports to the Engineer within 3 days of completion of the specified tests.

1.11.2 The Contractor shall, within 14 days after the date of the Letter of Acceptance, submit to the Engineer for his consent a detailed description of the arrangements for conducting the quality control program during execution of the Works, including details of his testing laboratory, equipment, staff and general procedures. If following submission, or at any time during the progress of Works, it appears to the Engineer that the Contractor's quality control program is not adequate to ensure the quality of the Works, the Contractor shall produce a revised program which will be adequate to ensure satisfactory quality control.

1.12 Protection of Utilities

1.12.1 The Contractor is required to carefully examine the location of the Works and their alignments and to make special enquiries with all authorities concerning all utility lines such as water, sewers, gas pipe, telephone (underground and/or overhead) lines, electric cable (underground and/or overhead) lines, etc.; and to determine and verify to his own satisfaction the character, sizes, position and lengths of such utilities from authentic records. The Contractor shall be wholly responsible for the protection and/or facilitating relocation of such utilities as may be required, and shall not make any claim for extra work or extra time that may be required to protect or facilitate relocating such utilities. If any major shifting or realignment of water, sewers, gas pipes, electric and telephone lines is necessary due to their interference with the proposed Works, the same may be done by the Employer. The cost of such relocation will be borne by the Employer. In case the alignment of the pipeline crosses high tension electrical transmission lines belonging to the Karnataka Power Transmission Corporation Ltd. (KPTCL) or other authorities, the Contractor shall take all precautions necessary to see that the work is carried out with care and safety, without disturbing such transmission lines. The Contractor will be responsible to carry out all construction activities in such reaches in consultation with the owners of such facilities. However, satisfactory completion of the entire work will be the responsibility of the Contractor.

1.13 Construction Methodology

1.13.1 Tenderer shall submit the detailed construction methodology along the clear program of works while submitting the tender. The methodology shall include the safety measures to be adopted in the execution of work. Tenderer shall express in detail the methodology for addressing the Social & Environment factors during the execution of work.

1.14. Inspection and testing

1.14.1 Inspection of Material to be procured

Inspection and certification of all materials used on the works such as RCC pipes, GSW pipes, DI Pipes and Specials , Valves, Cement, Size Stones, Sand aggregate, Lead, Rubber gaskets etc., for conformity with specifications of BIS. If insisted, inspection of materials at the manufacture place shall be arranged by the contractor at his cost including the travelling and accommodation of the inspecting officer.

1.15 Inspection and certification of the various components of works.

Construction/manufacturing of RCC pipes, DI pipeline, DI specials with all fixtures, construction of Valve Chamber including back filling of trench in layers with compaction as specified to ensure that all components of works are carried out as per specification and to required standards.

Inspection & Certification of Hydraulic Test on Completed pipe line in reaches and as a whole network as specified shall be carried out. The hydraulic testing of the pipelines is to be certified by the third party and the in charge BWSSB Engineer.

1.16 Technical Specifications

1.16.1 Engineer shall have the right to modify/alter the Particular Specifications and/or Standard Specifications at any time which promise to confer equal or better quality than the standard specified in the tender document. Such modification or alteration shall be acceptable to the Contractor subject to no additional financial burden to either the Contractor or the Employer.

1.17 Storage of Materials and Plant

1.17.1 The Contractor shall provide appropriate storage facilities for materials like cement, steel, aggregates, consumable supplies, equipment, mechanical and electrical items, etc., and shall take all safety and security measures against theft and deterioration in quality, at his own cost.

1.8 Sign Board

1.8.1 The Contractor shall provide a sign board at the site of the Works of approved size and design which provides (i) the name of the Project (ii) the names and addresses of the Employer, the Contractor and the Consultant; (iii) the name and short description of the Project, (iv) the

amount of the Contract Price ; and (v) the starting and completion dates.

1.9 Samples and Tests

1.9.1 The Contractor shall be responsible to develop a quality control program and to provide all necessary materials, apparatus, instruments, equipment, facilities and qualified staff for sampling, testing and quality control of the materials and the works under the Contract. Without limiting the generality of the foregoing, the Contractor shall either (i) establish a testing laboratory at the site of Works which is adequately equipped and staffed to carry out all sampling and testing in accordance with the requirement set out in the General Specifications and/or these Special Specifications and provide all field equipment and apparatus as necessary to conduct all specified in-situ tests and/or any Tests on Completion, provided the correctness of the equipments are ensured or (ii) arrange for routine sampling, testing and reporting, as required, through a certified independent testing laboratory acceptable to the Engineer. All costs of such sampling, testing and reporting of test results will be borne by the Contractor, and the Contractor shall include sufficient provisions in his tendered rates to allow for independent sampling and laboratory testing under the direction of the Engineer up to 5% of the required tests at no additional cost. The Contractor shall furnish certified copies of all test reports to the Engineer within 3 days of completion of the specified tests.

1.9.2 The Contractor shall, within 14 days after the date of the Letter of Acceptance, submit to the Engineer for his consent a detailed description of the arrangements for conducting the quality control programme during execution of the Works, including details of his testing laboratory, equipment, staff and general procedures. If following submission, or at any time during the progress of Works, it appears to the Engineer that the Contractor’s quality control programme is not adequate to ensure the quality of the Works, the Contractor shall produce a revised programme which will be adequate to ensure satisfactory quality control.

II EARTH WORK:

2.1 GENERAL:

2.1.1 The earth work excavation for laying of pipe shall be carried out. The Contractor shall make all excavations required for laying and jointing of the pipeline and construction of pertinent structures as required in the project. Except where otherwise required by the project or instructed by the Engineer, all excavation shall be in open cut to the specified widths and depths. The Contractor is advised to satisfy himself with regard to the likely conditions that may be met with during the execution of the Works, with regard to the underground obstructions or conditions, necessary dewatering requirements etc. Before commencing the earth work, the Contractor shall carry out detailed survey of the proposed alignment, prepare construction drawings showing the longitudinal section of the ground profile, locations of

valves and other appurtenances and submit to the Employer for approval.

2.2 CLASSIFICATION OF EXCAVATION

All materials involved in excavation shall be classified in three categories as follows:

2.2.1 **Ordinary soil:** This includes excavation in all types of soil including soil containing gravels, murums, loose boulders, viz., ordinary gravely soil, hard gravely soil, wet soil, stiff slushy soil, chettu soil and calcareous strata, but exclusive of disintegrated rock, soft rock/shale;

2.2.2 **Soil Containing Disintegrated Rock, Soft Rock and Soft Shale:** This category includes excavation in soil containing disintegrated rock, soft rock or soft shale which can be cut by shovel and no hand or mechanical chiseling is required.

2.2.3 **Medium Hard Rock:** This category includes excavation in lime stone, sand stone, hard shale and schist fissured rock, without resorting to blasting.

2.2.4 **Hard Rock:** This category includes excavation in hard rock requiring hand or mechanical chiseling or blasting. In case of difference in opinion between the classification of rock requiring blasting and that requiring chiseling, wedging, the site of work shall be inspected by the engineer and the decision of the Engineer shall be final and binding on the Contractor.

2.3 LIMITATION OF EXCAVATION

2.3.1 The trench for laying MS Spiral welded pipes shall have minimum width as per standards stipulated or as directed by the Engineer-in-charge. A minimum earth cover of 1.2 m shall be maintained above the pipe top, unless otherwise specified or shown in the alignment drawings.

2.3.2 The Contractor shall be responsible to ensure that the widths and depths of the trenches do not exceed the limits shown in the construction drawings. Should the excavation occur beyond the dimensions specified therein, because of the negligence of the Contractor, the Contractor shall fill the excess space with granular material or concrete as directed by the Engineer. Nothing extra shall be paid to the Contractor on account of this.

2.4 TRAIL PITS

2.4.1 Trial pits may be dug by the Contractor, without being directed to do so, along the alignment as shown on the drawings in advance of the excavations for the purpose of satisfying himself as to the location of under ground obstructions or soil conditions.

2.5 SLIPS AND SLIDES

2.5.1 The Contractor is responsible for proper protection of excavations made by him from any slips and slides. All slides and caving shall be handled, removed or corrected by the Contractor without any extra

compensation at whatever time and under whatever circumstances they may occur. The excavations shall be made good and brought to necessary depth, width and levels without any extra cost.

2.6 STCKING OF EXCAVATED MATERIALS

2.6.1 The excavated material shall be stacked on the sides of the trench wherever possible. Wherever it is not possible to stock on the sides of the trench, contractor has to find the place nearby for stocking the excavated material and cart the materials to & fro. Rate for this shall be included in the earthwork itself and no extra rate will be paid for this.

2.6.2 Surplus earth is to be disposed off to a place identified by the contractor approved by the engineer. There is a item for this work and will be paid accordingly.

2.7 Safety measures

The Contractor shall provide adequate safety measures during excavation. They shall include:

1. Barricading all sides of the open trenches.
2. Red danger lights which can be easily visible from dusk to dawn placed at an interval of 20 m.
3. Traffic signals and display boards giving direction for diversion of traffic at the appropriate places as may be directed by the Engineer.
4. Adequate safe wooden plank / board or steel plate over the trenches to facilitate crossing by the public residing on either side of the trench.
5. Round the clock watch and ward maintaining all safety regulations at the site of work and protecting the site from unauthorised intrusions.

2.8 Progress of Excavation of pipe trenches

The Contractor shall adjust excavation of trenches in such lengths that the pipes can be laid in such exposed portion of the trench within 2 days.

2.9 Shoring and Bracing

The Contractor shall supply, fix and maintain necessary sheathing, shoring and bracing etc., in steel or wood, as may be required to support the sides of the excavation, to protect workmen in the trench and to prevent any trench movement which might any way injure or delay the work, change the required width of the trench, make unsafe condition for adjacent pavements, utilities, buildings or other structures above or below ground.

Sheathing, shoring and bracing shall be withdrawn and removed as the backfilling is being done, except when the Engineer may agree that such sheathing, shoring and bracing be left in place, at the Contractor’s request. In any case, the Contractor shall cut off any such sheathing at least 600 mm below the surface and shall remove the cut off material from the trench.

All sheathing, shoring and bracing which are left in place under the foregoing provisions shall be removed in a manner so as to not endanger the completed work or other structures, utilities or property, whether public or private.

2.10 EXCAVATION

2.10.1 Excavation in Rock

Excavation in rock shall be carried out to a depth, 150 mm more than the bottom level of pipe and to a width equal to the diameter of the pipe plus minimum working space on either side as given in drawing. Unless otherwise directed by the Engineer, rock excavation shall be progressed at least by 50 m in advance of the pipe length proposed to be laid.

2.10.3 Excavation for Valve Chambers and Other Appurtenant Structures

The Contractor shall excavate as required for all structures with foundations to firm, undisturbed earth up to the level of the under side of the structure. If the excavation is in rock, the Contractor shall excavate all rock at least to the minimum limits shown on the standard details for trenches and to the grade of the bottom of inlets, junction chambers or other structures as required. Where the bottom of the structure is in rock, it should be ensured that no rock shall project above the lower surface of the concrete in such a manner so as to reduce the required thickness of concrete placed simultaneously as an integral part of the foundation and to the outside of structure foundation where structure is to be built. The Contractor shall excavate the trench / pit to provide necessary working space on all sides and for accommodating any sheathing, shoring or bracing etc.

2.11 Contractor’s Responsibility

The Contractor shall be responsible for the adequate pumping, drainage and bailing out water from the excavated trench. In case of failure to make such provisions or any other provisions which may result in unsuitable sub-grade conditions, the Contractor shall replace and repair the sub-grade as directed to the satisfaction of the Engineer, at his own cost and responsibility.

Should the Contractor select to use a gravel sub-grade to facilitate flow of water to pumps or other points of disposal, such gravel sub-grade shall not be measured or paid for as an extra item.

2.12 Works Included in Excavation

The following works as per specifications are also included in excavation and the term ‘Excavation’ shall construe to mean all such items of work. The quoted rates should include the same:

1. Provision of side space or additional space in the trench/pit for working and/or accommodating sheathing, shoring, bracing, etc.
2. Supply, installation and removal after the work, all sheathing, shoring and bracing required to protect the excavation where required or where such work is recommended by the Engineer.
3. Protection of excavations.

4. Providing adequate safety measures.
5. Additional work in connection with overhead wires and poles.
6. Excavation for Socket hallows.
7. Supplying and fixing of sight rails and boning rods in the trench to facilitate measurement of work.

2.13 Measurement and Payment for Excavation

2.13.1 For Excavation

The measurement for excavation shall be considering the allowable widths, depths with allowed side slopes (if any) for different classes of soils as per approved classification. The measurement for excavation shall be based on “neat line” dimensions as specified in the drawing or Specifications, for different types of soils and depth of excavation. The total volume of excavation shall be computed as a square bottomed trench of width equal to the outer diameter of the pipe, with minimum working space as given in the drawing, added to it, length up to the length of the trench being measured. The depth of trench being average depth taken at 30 m intervals, between the level of bottom of trench and the original surface of the ground. The length of the trench shall be measured as per the actual length of pipes and fittings / specials laid at work site. However depth shall be measured at closure intervals at vulnerable places. The volume of excavation for structures like valve chambers, thrust blocks and anchor blocks etc., shall be computed and measured for payment as per the bottom area of the particular structure on outer periphery multiplied by the average depth between the level of the finished bottom of the structure and the original surface of the ground. The quantity shall be measured in cubic meters correct to two decimal places. The method of measurement for excavation in different classes of soils shall be as follows:

2.13.2 In Ordinary Soil and Soil Mixed with Disintegrated Rock and Soft Rock / Shale

In this category of soils, the excavation quantity shall be computed as specified above.

2.13.3 In Hard rock

In case of hard rock requiring chipping or chiseling, measurements shall be taken prior to and after chiseling and the volume of rock excavation shall be measured based on this difference. The excavation in rock shall be paid on stack measurements with a deduction of 40% in volume for voids.

2.13.4 For Excavation in Combination of Ordinary Soil, Disintegrated Rock, Soft Rock/Shale and Hard Rock/Schist

Wherever the excavation is undertaken in combination of ordinary soil, disintegrated rock, soft rock /shale and hard rock, the hard rock part shall be measured and paid, the soil part shall be measured and paid for the total measurable excavated quantity deducting the quantity measured for the hard rock. The total computed volume of excavation shall be equal to the sum of the computed volumes for each category of excavation undertaken.

III. BEDDING.

3.1. Bedding for the pipe

Bedding shall be provided all along the stretch of the pipe line, which differs based on the area through which the pipe line passes. However, the type of bedding to be provided shall be as decided by the Engineer.

3.2 Earth Bedding

The pipes shall be placed on the natural, undisturbed earth bedding, which has been carefully shaped to fit the lower part of the pipe for a width of at least 50 % of its external diameter. The trench shall be excavated to an extra breadth and depth, wherever weld joints are coming. Filling and removing earth or similar materials beneath the pipe to adjust with the grade will not be permitted except filling with compacted granular bedding material or murrum.

3.3 Gravel Bedding

Wherever rock is met with, it shall be removed up to 150 mm below the bottom level of the pipe to a minimum width equal to the width of the trench and the resulting space shall be filled up with good quality compacted gravel. The granular material shall be filled in the trench up to the level of ¼ the outer diameter of the pipe line, above the bottom of trench and well compacted. Unless otherwise directed by the Engineer, rock excavation shall progress at least 20 m in advance of the pipe length proposed to be laid.

3.4 Measurement for bedding:

The Contractor shall include the cost of earth bedding required for the pipeline in the tendered rate for pipe laying, for providing gravel bedding. The surplus quantity of excavated earth shall be disposed off. The quantity shall be measured in cubic meter correct to two decimal points.

IV BACK FILLING

4.1 General

The Contractor shall use selected surplus spoils from excavated materials for backfilling. All fill material shall be subject to Engineer’s approval. The excavated materials suitable for backfilling shall be stored not closer than 600 mm from the edge of the trench and shall not obstruct any public utilities or interfere with travel by local inhabitants or general public. Handling and storage of excavated materials must meet with the regulations of the Local Government Authorities. The detailed specifications for backfilling shall be as per Clause 8 of IS: 3114-1994 and Clause 4.11 of IS 12288-1987.

4.2 Method of Backfilling

Trenches and excavated pits for structures shall be backfilled to original ground level or to such other levels, as the Engineer may direct. All backfilling shall be carried out in orderly manner expeditiously and consistent with good workmanship.

4.2.1 Backfill material put into the trenches/pits for backfilling, shall unless otherwise specified be compacted and built up as to minimise future settlement as much as is reasonably possible. For this, care shall be exercised in selecting backfill material free from large hard clay lumps, especially in cramped areas directly adjoining the walls of structures.

4.2.2 Backfilling in trenches shall be done as pipe laying progresses, with the permission of the Engineer, after the pipe or conduit is properly bedded, jointed and inspected and all measurements for the location of Y-Junctions, tees, etc., are properly recorded by the Engineer and sufficient time is allowed for the joint materials or cement concrete or mortar to set. However the joints shall be left open for inspection during testing, which shall be backfilled after successful completion of testing, after obtaining permission from the Engineer. Backfilling around and over the pipe, conduit, or structure shall be taken up uniformly on all sides and in the sequence and manner specified hereinafter, with care to avoid the displacement or damage to the pipe, conduit or structure. For the purpose of backfilling, the depth of trench shall be divided into the following three zones measured from bottom to top of trench, as follows:

i. Zone A : From bottom of trench to the centre line of pipe,
ii. Zone B : From the level of centre line of pipe to a level of 300 mm above the top of pipe,
iii. Zone C : From a level of 300 mm above the top of pipe to the top of trench.

4.2.3 Backfilling in the trenches and around structures shall be carried out in horizontal layers of uniform thickness of not more than 150 mm when measured loose. As may be necessary to attain maximum compaction, the backfill material shall be moistened by sprinkling with water. After placing each layer of backfill material, the layer shall be thoroughly and uniformly compacted by means of mechanical or hand tampers. The compacting equipment and the manner of its use shall be subject to the approval of the Engineer.

4.2.4 After the backfill material is placed in Zone A and Zone B as specified above, the remaining portion i.e., Zone C of the trench may be machine backfilled. Even in this case the backfill material shall be placed in uniform horizontal layers of not more than 150 mm thickness. Small pebbles of size less than 50 mm, if any, shall be so distributed throughout the mass, that all interstices are solidly filled with fine material. The backfill material shall be tamped with mechanical tamping equipment, after moistening the backfill by sprinkling with water to obtain maximum compaction (min 95% proctor density).

4.2.5 Machine backfill shall be so conducted that the material deposited in the trench shall not fall directly on top of the pipe from such a height as might result in damage to the pipe joints or alignment.

4.2.6 If the trench is subjected to conditions which might cause flotation of the pipe before sufficient backfill has been placed, the Contractor shall take the necessary precautions to prevent floatation of the pipe, conduit or structure.

4.2.7 Before final acceptance of the work, additional tamped earth shall be added to restore the settled trench surface to the required level of the adjacent earth surface or to the base of crushed rock wearing surface or to the finished earth base.

4.2.8 If from the excavated soil, enough backfill material is not available, imported, selected and approved backfill material from the borrow pits is required to be placed for backfill, on approval of the Engineer backfilling of trenches where the excavation is in the rock shall be with the surplus soft soil, with all lead and lift.

4.3 Disposal of Surplus Excavated Material

The excavated material which is in surplus to the requirements after backfilling shall be removed and spread at places shown by the Engineer, with all lead and lift from the site of work, for which payment shall be made as per the quoted rates. No surplus or excess material shall be disposed in a stream / channel or in any place where the pre-construction surface drainage may have to be provided, without written permission of the Engineer.

V DUCTILE IRON PIPELINE

5.1 Scope

This specification covers the requirements for manufacturing, supplying, laying, jointing, testing and commissioning of Ductile Iron pipeline and fittings including associated civil works required for the same.

5.2 Standards

The following specifications, standards, and codes are part of this specification. All standards, specifications and codes of practice referred herein shall be the latest edition including all applicable official amendments and revisions.

In case of discrepancy between this specification and those referred to herein, this specification shall govern,

IS:8329 Centrifugally Cast (Spun) ductile Iron Pressure pipes for water, gas and sewage.

IS:638 Sheet rubber jointing and rubber insertion jointing.

IS:1387 General requirements for supply of metallurgical materials**.**

IS:1500 Methods for Brinell Hardness test for metallic materials.

IS:9523 Ductile Iron fittings for pressure pipes for water, gas and sewage.

IS:12820 Dimensional requirements of rubber gaskets for mechanical joints and push on joints for use with cast iron pipes and fittings for carrying water, gas and sewage.

ISO:4179 Ductile iron pipes for pressure and nonpressure – Centrifugal cement mortar lining – General requirements.

ISO:2531 Ductile iron pipes, fittings and accessories for pressure pipe lines.

IS:5382 Specification for Rubber Sealing rings for Gas mains, water mains and sewers.

AWWA C600 Installation of ductile iron water mains and their appuratenances.

IS:11906 Recommendations for cement-mortor lining for cast iron, mild steel and ductile iron pipes and fittings for transportation of water.

IS:3764 Excavation work – code of safety.

IS:12288 Code of practice for use & laying of Ductile iron pipes.

IS:460 Test sieves – Part I

IS:8112 Specification for 43 Grade Ordinary Portland Cement.

BS 3416 Bitumen based coatings for cold application, suitable for use in contact with potable water.

BS EN 545 Ductile iron pipes, fittings, accessories and their joints for water pipelines – requirements and test methods.

ISO 81790 For zinc coating.

5.3. Manufacture of pipe

DI pipes and fittings (Class K9) shall be in accordance with IS: 8329 and IS: 9523. Pipes and fittings shall be procured from reputed manufacturers with Engineer's approval. Engineer shall at all reasonable times have free access to the place where the Pipes and fittings are manufactured for the purpose of examining and testing the pipes and fittings and for witnessing the test and manufacturing.

All tests specified either in this specification or in the relevant Indian Standards specified above shall be performed by the Manufacturer / Contractor at his own cost and in presence of Engineer if desired. For this, sufficient notice before testing of the pipes and fittings shall be given to Engineer.

If the test is found unsatisfactory, Engineer may reject any or all pipes and fittings of that lot. The decision of Engineer in this matter shall be final and binding on the Contractor and not subject to any arbitration or appeal.

The pipes and fittings shall be stripped, with all precautions necessary to avoid warping or shrinking defects. The pipes and fittings shall be free from defects. Any defect in pipes and fittings in the opinion of Engineer shall be rejected and shall be replaced by new one.

In the case of spigot and socket pipes and fittings, the socket shall be without the centre ring.
In the case of flanged pipes, the flanges shall be at the right angles to the axis of the pipe and machined on face. The bolt holes shall be drilled and located symmetrically off the centre line. The bolt hole circle shall be concentric with the bore and bolt holes equally spaced. The flanges shall be integrally cast with the pipes and fittings and the two flanges of the pipe shall be correctly aligned.

a). Materials

The materials used in the manufacture of pipes and fittings shall comply with requirements specified in IS: 8329 - 2000 and IS: 9523 - 2000.

b). Dimensions and Tolerances

The internal diameter, thickness and length of barrel, dimensions of pipes and fittings shall be as per relevant tables of IS: 8329/IS: 9523 for different class of pipes and fittings. Pipe of standard length of 6m is recommended and other properties for pipes and fittings shall be as per IS: 8329/IS: 9523. Each pipe shall be of uniform thickness throughout its length.
The tolerances for pipes and fittings regarding dimensions, mass, ovality and deviations from straight line in case of pipes shall be as per IS: 8329/IS: 9523.

5.4 Testing

(a) **Mechanical tests**
Mechanical tests shall be carried out during manufacture of pipes and fittings as specified in IS: 8329/IS: 9523. The frequency and sampling of tests for each batch of pipes shall be in accordance with IS 8329. The tests results so obtained for all the pipes and fittings of different sizes shall be submitted to Engineer. The method for tensile tests and the minimum tensile strength requirement for pipes and fittings shall be as per IS: 8329/IS: 9523.

(b) Brinell Hardness Test
For checking the Brinell hardness, the test shall be carried out on the test ring or bars cut from the pipes used for the ring test and tensile test in accordance with IS 1500. The test shall comply with the requirements specified in IS 1500/IS 8329.

(c) **Retests**
If any test piece representing a lot fails in the first instance, two additional tests shall be made on test pieces selected from two other pipes from the same lot. If both the tests results satisfy the specified requirements, the lot shall be accepted. Should either of these additional test pieces fail to pass the test, the lot shall be liable for rejection.

(d) Hydrostatic Test
For hydrostatic test at works, the pipes and fittings shall be kept under test pressure as specified in IS 8329/IS9523 for a period of minimum 15 seconds, during which the pipes shall be struck moderately with a 700 g hammer for conformation of satisfactory sound. They shall with stand the pressure test

without showing any leakage, sweating or other defect of any kind. The hydrostatic test shall be conducted before surface coating and lining.
During manufacture, tests on pipes shall be carried out in accordance with **clause 1.2.8 of this Technical specification** by the Third party inspecting agency.

5.5 Jointing of pipes

(a) General

Jointing of DI pipes and fittings shall be done as per IS: 12288 and manufacturer's recommendations. After jointing, extraneous material, if any, shall be removed from the inside of the pipe. Rubber sealing rings/gaskets used for jointing shall conform to IS: 638, IS: 12820 and IS: 5382.

(b) Spigot and Socket joints

These shall have sockets, which are integral with the pipe and incorporate an electrometric rubber ring gasket conforming to IS: 12820.
The gaskets/sealant used for joints shall be suitable for water conveyance. In jointing DI pipes and fittings, the Contractor shall take into account the manufacturer's recommendations as to the methods and equipment to be used in assembling the joints. In particular the Contractor shall ensure that the spigot end of the pipe to be jointed is smooth and has been properly chamfered, so that the rubber ring as per IS: 12820 and IS: 5382 is correctly positioned in line, before the joint is made. The rubber rings and any recommended lubricant shall be obtained only through the approved supplier and as directed by the Engineer.

(c) Gaskets for Flanges

All gaskets used between flanges of pipes shall be of natural rubber conforming to IS: 638 of thickness 3 mm suitable for waste water conveyance and as specified by manufacturer.

(d) Flanged joints

These shall be of PN 1.0 rating and shall comply with dimensions and drilling details as specified in IS: 8329. These shall have isolation gaskets between the flanges, isolation sleeves around all bolts and isolation washers under all bolt heads and nuts. All material shall be supplied by a reputed manufacturer and shall be approved by the Engineer.
Each bolt should be tightened a little at a time taking care to tighten diametrically opposite bolts alternatively. The recommended bolting torque to be followed for assembling flanges shall be as specified in manufacturer's instructions. The practice of fully tightening the bolts one after another is highly undesirable. The bolts shall be of mild steel unless otherwise specified. They shall be coated with coal tar epoxy coating after tightening.

5.6 Specials

Standard DI fitting shall be in accordance with IS:9523. Wherever standard DI specials are not available, they shall be manufactured and tested as per requirements with the approval of Engineer.

5.7 Coatings

i). General

Unless otherwise specified, DI pipes and fittings shall be coated with Bitumen in accordance with relevant IS specifications. All buried DI pipes and fittings shall also have factory or site applied polythene sleeving. Coating shall not be applied to pipe and fittings unless its surface is clean, dry and free from rust. Pipe coatings shall be inspected at site and any damage or defective areas shall be made good to the satisfaction of the Engineer.

ii). Bitumen coating

Bitumen coating shall be of normal thickness of 75 microns unless otherwise specified. It shall be cold applied compound complying with the requirements of relevant Indian standards, suitable for tropical climates, factory applied in accordance with the manufacturer's instructions.
Damaged areas of coating shall be repainted on site after removing any remaining loose coating and wire brushing any rusted areas of pipe.

iii). Cement mortar lining

All pipes and fittings shall be internally lined with cement mortar in accordance with relevant IS. The cement used shall be Sulphate Resisting Cement confirming to IS: 12330. No admixtures in the mortar shall be used without the approval of the Engineer. The curing shall commence immediately after completion of the mortar lining, shall not be later than 8 hours after mixing of mortar. The lining shall be kept continuously in moist condition for a period of minimum 14 days.
Pipe linings shall be inspected on site and any damage or defective areas shall be made good to the satisfaction of the Engineer.
Lining shall be uniform in thickness all along the pipe. The minimum thickness of factory applied cement mortar lining shall be as per IS: 11906.

5.8. Marking

Marking shall be done as per IS: 8329 and IS: 9523 or any other relevant IS codes approved by the Engineer. The following information shall be clearly marked on each pipe,

a). Internal diameter of pipe.
b). Class of pipe.
c). Date of manufacture and
d). Name of manufacture or his registered trade-mark or both.

5.9. Carting & Handling.

Carting and handling of D.I. pipes and fittings shall be in accordance with the clause 3.4. of GSW pipes specifications.

5.10. Trenching.

Trenching includes all excavation which shall be carried out either by hand or by machine and shall be carried out in accordance with all requirements of part-2 Earth work excavations clause 2.0 to 2.17.wherever a socket or collar of pipe or fitting / special occurs, a grip is to be cut in the bottom of the trench or concrete bed to a depth of at least 75 mm below the bed of the pipe so that the pipe may have a fair bearing on its shaft and does not rest upon its socket. Such grip shall be of sufficient size in every respect to admit the hand all round the socket in order to make the joint, and the grip shall be maintained clear, until the joint has been approved by Engineer.

Wherever D.I. pipes are laid over pillar supports for nala crossings etc. the pipes shall be placed as per the construction drawings and as directed by the Engineer In-charge.

The width of the trench shall be kept to a minimum consistent with the working space required and having regard to the safety of the trench, the method of laying and jointing the pipe and the need to avoid damage to pipe coating and so as to provide the minimum horizontal clearance as stated in the table below. The bottom of the trench shall be properly trimmed to permit even bedding of the pipeline.

The portion of the trench which extends from the formation level to not less than 300 mm above the crown of the pipe when laid in its correct position, shall, unless otherwise specified or ordered by the Engineer, be formed with vertical sides. The clearance between the sides and bottom of the trench and the barrel of the pipe shall not exceed the following, inclusive of any allowances required for temporary trench supports:

Pipe Nominal Bore (mm)	Bottom Clearance (mm)	Side Clearance (mm)
350 to 600	200	300
> 600 to 800	200	350

The clearance at joints may be increased to allow the joints to be made and inspected, any proposed increase shall be approved by the Engineer.

All trenches deeper than 1.2 m shall have the trench walls battered or supported to ensure the safety of all persons working in the trench if required. The Contractor is to provide details of these arrangements for approval by the Engineer prior to any work being undertaken in such a trench.

No excavations with battered sides shall be made in roads, footpaths, private gardens, or within 10m of any buildings or other structures.

The Contractor shall erect temporary fencing around all open excavations and post warning signs in English and the local language. All fencing shall be at least 1 m tall, rigid in nature and strong enough to prevent people falling into the trench. The Contractor shall also take all other necessary measures to ensure the safety of the public and others.

The maximum length of excavation which may be left open in any length is 500 m or as directed by Engineer. The opening of two lengths within 500 m of each other shall require the approval of the Engineer.

The excavation shall be kept free of water to allow: placing of bedding, laying of pipes. inspection and testing of joints, coating of joints, placing of backfill

and other activities within the pipe trench, to be carried out in a satisfactory manner.

The excavation shall be done such that it does not get far ahead of laying operations. Before excavating trench the alignment of pipeline shall be approved by Engineer. Cuttings length and other appurtenances shall be provided to suit detailed pipe configurations required.

To protect persons from injury and to avoid damage to property, adequate barricades, construction signs. red lanterns and guards as required shall be placed and maintained during the progress of the construction work and until it is safe for the traffic to use the roadways. The relevant Indian standards and the rules and regulations of local authorities in regards to safety provisions shall be observed.

The road metal and also the rubble packing shall first be stripped off for the whole width of the trench/pit and separately deposited in such place or places as may be determined by Contractor and approved by Engineer.

During excavation, large stones and rubble shall be separated and removed from the excavated soil and stacked separately. The material from excavation shall be deposited on either side .of the trench leaving adequate clear distance from the edges of the trench and pit, or as may be necessary to prevent the sides of the trench pit to slip or fall, or at such a distance and in such a manner as to avoid covering fire hydrants. sluice valves, manholes covers etc. and so as to avoid abutting the wall or structure or causing inconvenience to the public and other service organisations or otherwise as Engineer may direct.

Contractor shall take into account additional excavation if any as Engineer may require in order to locate the position of water pipes, drains, sewers etc. or any other works which may be met with, in or about the excavation of trenches while quoting the rates for excavation of trenches while quoting e rates for excavation. Such service lines if met with during excavation shall be properly maintained by Contractor, by means of shoring, strutting, planking over, padding or otherwise as Engineer ma direct, and shall be protected by the Contractor from damage during the progress of the work. Any damage to the service lines shall be borne by Contractor. All precautions shall be taken during excavation and laying operations to guard against possible damage to any existing structure/pipe line of water, gas, sewage etc.

5.11 Laying of pipes and fittings.

Pipes and fittings shall be laid in accordance with IS 12288 and manufacturers instructions.

The pipeline shall be constructed in lengths with a separate full time gang working on each length. The work on lengths may proceed concurrently. The programme for pipe laying shall be submitted to and be approved by the Engineer at the start of the Contract. Any subsequent

changes to the programme shall be submitted to and approved by the Engineer before work to a different programme is started. Excavation for the pipeline in anyone length shall not at any time proceed more than 2 km beyond the end of a hydraulically tested, completed and backfilled length of pipe, unless otherwise approved by the Engineer. The exposed joints between tested sections shall be disregarded in the above definition.

No metal tools or heavy objects shall be permitted to come into contact with the pipes or fittings. External coated pipe shall be handled at all times with wide non-abrasive canvas, rubber or leather straps or other equipment to prevent damage to the coating. The use of chains, wire slings, or any other handling equipment found to be injurious to the coating shall not be permitted. The timber or skids used to support the coated pipe prior to lowering into the trench shall be properly padded with sufficient bags stuffed with sand or straw for the purpose of protecting the coating. Alternatively, the pipe may be supported alongside the trench on mounds of sand. Any injury to the protective coating from any cause must be repaired before the pipes or fittings placed in the trench. During laying operations, no debris, tools cloth or other material shall be placed in the pipe. Pipes and fittings shall be lowered into the trench with equipment suitable for the weight of the pipes and fittings, and they shall be carefully cleaned before jointing.

Pipes shall be laid accurately to the lines and levels shown on the Drawings, within a tolerance of ± 10mm.

Pipe alignments shall be straight between bends or curves. Length laid to curves shall only be allowed where shown on Drawings or in accordance with detailed proposals approved by the Engineer.

Properly painted sight rails shall be supplied and erected, with boning rods of predetermined measurement for the boning of individual pipes to the correct gradient. The sight rails shall be situated vertically above the line of the pipe or immediately adjacent thereto, and there shall at no time be less than three sight rails in position on each length of pipeline under construction to anyone gradient.

The Contractor may submit to the Engineer for his approval an alternative method of the control of pipe laying to the correct levels and alignment.

The joining of pipes shall be made in accordance with the requirements of this Specification. The Contractor shall obtain from manufacturers all special information regarding the handling of the pipes, joints and other fittings and he will be deemed to have made himself thoroughly conversant with all phases of pipe laying before commencing' the' works.

A "badger" or "bung" about 10mm smaller than the internal diameter of the pipe shall be kept in the pipe at all times, pulled forward as the work progresses. When pipe laying is not in progress, including overnight, the open ends of the pipeline shall be blanked off with a temporary watertight fitting approved by the Engineer. The pipe shall be suitably held down so that the pipe does not become buoyant in the event of the trench becoming flooded.

To restrict the flow of rain runoff along the trench the Contractor shall plug the trench with backfill material at distances not exceeding 250 m until the pipeline can be filled in. The plugs shall be removed when trench filling is taking place. In granular bedding areas the plugs shall be of clay and shall be left in.

All precautions shall be taken during excavation and laying operations to guard against possible damage to any existing structure/pipeline of water, gas , sewage etc. After excavation of trenches, pipes shall not be lowered unless the dimensions of trenches and bedding work for pipes at the bottom of the trenches are approved and measured by Engineer. Pipes and fittings/specials shall be carefully lowered in the trenches. Special arrangements such as cranes, tripods with chain pulley block for lowering the pipes and fittings shall be made by Contractor. In no case pipes and fittings shall be dropped. Slings of canvas or equally non-abrasive material of suitable width or special attachment to fit the ends of pipes and fittings/specials shall be used to lift and lower the coated pipes and fittings/specials. The pipes and fittings/specials shall be inspected for defects and be rung with a light hammer preferably while suspended to detect cracks. If doubt persists, further confirmation shall be done by pouring a little kerosene/dye on the inside of the pipe at the suspected spot. No sign of kerosene/dye should appear on the outside surface. Pipes and fittings damaged during lowering or aligning shall be rejected by Engineer and shall be replaced by new one.

All the pipes are to be laid perfectly true both in alignment and to gradient specified. In case of spigot and socket pipe the socket end of the pipe shall face upstream, except when the pipeline runs uphill in which case the socket ends should face the upgrade. The laying of pipes shall always proceed upgrade of a slope. After placing a pipe in the trench, the spigot end shall be centered in the socket and the pipe forced home and aligned to required gradient. The pipes shall be secured in place with approved backfill material tamped under it except at the socket. Pipes and fittings which do not allow a sufficient and uniform space for joints shall be removed and replaced with pipes and fittings/specials of proper dimensions to ensure such uniform space. Precautions shall be taken to prevent dirt from entering the jointing space. At times when pipe laying is not in progress, the open ends of pipe shall be closed by a watertight plug or other means approved by Engineer. During the period that the plug is on, the Contractor shall take

proper precautions against floating of the pipe owing to entry of water into the trench. Wherever it is necessary to deflect pipe from a straight line, either in the vertical or horizontal plane, to avoid obstructions or where long radius curves are permitted the deflection allowed at joints shall not exceed 2° for 600 mm and 800 mm, 3° for 300 mm, 350 and 450 mm diameter pipes.

The cutting of pipe for inserting valves, fittings or specials shall be done in a neat and workman like manner by using tools and taking precautions as per manufacturers' recommendations without damage to the pipe so as to leave a smooth end at right angles to the axis of the pipe. For this purpose, pipe: cutting machine shall be used.

The valve chamber frame and cover (Cast Iron and Fibre reinforced concrete) shall be as specified in Part 24. clause 24.3.11.

6 Inspection

All works and material under specification will be rigidly inspected during all phases of manufacture and testing and such inspection shall not relieve the contractor of his responsibility to furnish materials and performed work in accordance with this specification.

The contractor will notify the engineer, in advance of the procurement of materials and fabrication thereof, in order that the employer may arrange for mill and shop inspection. The engineer may reject any or all materials or work that does not meet with any of the requirements of this specification. The contractor shall rectify or replace such rejected material/performed work at his own cost, to the satisfaction of the engineer.

The Engineer shall have free access to those parts of all plants or any other premises and sites that are concerned with the furnishing of materials or the performance of the work under this specification.

The contractor shall supply free of cost required specimen of materials for testing by the employer at any time during the progress of work and shall bear the cost of all such tests or retests to the satisfaction of engineer.

The contractor shall provide 2(two) sets of accurate “GO” and ‘No Go’ ring gauges to measure the diameter of pipes, specials and fitting for the use of the Engineer at no extra cost.

7.0 DI PIPES and D.I. Specials.

Sl. No.	**Description**	**Some of the preferred vendors.**
	DI Pipes	Electrosteel, Lanco Kalahasti, Jindal SAW, Tata, Electrotherm etc.,
	DI Specials	Electrosteel, Kiswok, Kezrival Castings Ltd., Zindal, etc.,

	DI valves	AVK, Hawle, KBL, VAG, IVC

(Any other reputed make as may be approved by BWSSB at a later date by producing the credentials.) QAP to be submitted for the approval by the employer.

8.0 REINFORCED CEMENT CONCRETE PIPES

8.1. Manufacture of pipe

The RCC pipes to be used for lateral, branch and trunk / outfall sewers shall be of class NP-3, Spigot and Socket (S&S) type, RCC SPUN / VIBRATED CAST PIPES (REINFORCED), with rubber gasket jointing, manufactured in Conformity with IS 458. All the Pipes shall be manufactured using Sulphate Resisting cement only. The ends of the pipes shall conform to Clause 5.3 of IS 458 as applicable for S&S joints. The rubber ring shall conform to IS 5382 and IS 12820 as applicable for sewer lines and shall be of type 'IA'. The diameters of pipes shall be as required for sewers as per designs and drawings.

The method of manufacture shall be such that the form and dimensions of the finished pipes are accurate within the limits specified in relevant IS: 458. Pipes manufactured in compliance with IS: 458 shall be either water cured or steam cured in accordance with the relevant requirements of IS: 458.

The Internal diameter, wall thickness, length of barrel, reinforcement (longitudinal and spiral), type of ends and minimum clear cover to reinforcement, strength test requirements, tolerances on - overall length, internal diameter or dimensions of sockets / spigots of pipes shall be as per the relevant clauses / tables of

IS: 458. Minimum clear cover to reinforcement shall be 15 mm. The tolerances regarding overall length, internal diameter of pipes or socket and barrel wall thickness shall be as per relevant clauses of IS: 458. Each pipe unit shall be in lengths of 2 m to 4 m based on availability, ease in handling, transportation and laying.

The workmanship and finish for the pipe will conform to the relevant Indian standard specification; Cleaning of pipes shall conform to relevant Indian Standard specification.

8.2. Testing of pipes at manufacturing unit.

During manufacture, tests on concrete shall be carried out as per IS: 456, IS 458 / relevant IS with latest revisions and amendments.

The specimen of pipes shall be tested in accordance with clause 1.2.8 of this Technical specification and with IS: 458 and tested in

accordance with the methods described in IS: 3597 including the following,

1. Hydrostatic test.
2. Three edge bearing test
3. Absorption test.

3.3. Marking

Marking shall be done as per IS: 458 or any other relevant IS codes approved by the Engineer. The following information shall be clearly marked on each pipe,

a). Internal diameter of pipe.

b). Class of pipe.

c). Date of manufacture and

d). Name of manufacture or his registered trade-mark or both.

a. Carting & Handling

Carting and handling of RCC pipes and fittings shall be in accordance with the clause 3.4. of GSW pipes specifications.

b. Trenching.

Trenching includes all excavation which shall be carried out either by hand or by machine and shall be carried out in accordance with all requirements of Earth work excavations clause 2.0 to 2.17. Wherever a socket or collar of pipe or fitting / special occurs, a grip is to be cut in the bottom of the trench or concrete bed to a depth of at least 75 mm below the bed of the pipe so that the pipe may have a fair bearing on its shaft and does not rest upon its socket. Such grip shall be of sufficient size in every respect to admit the hand all round the socket in order to make the joint, and the grip shall be maintained clear, until the joint has been approved by Engineer.

c. Bedding

Necessary bedding (granular, concrete cradle, concrete arch etc.) shall be provided in accordance with approved construction drawings and specifications in the following clauses 6.1. to 6.1.5 of this specifications before laying of RCC sewer pipes.

d. Laying of the pipe

Laying of concrete pipes shall conform to the Code of practice of IS: 783. Pipes shall be laid underground with a minimum earth cover of 1m. Pipes shall be generally laid in sections as per standard practices and as directed by the Engineer. The RCC pipes shall be laid with

sockets facing up the gradient, on desired bedding. All pipes shall be laid perfectly true, both to line and gradient. At the close of each day's work or at such other times when the pipe is not being laid, the end of the pipe should be protected by a close fitting stopper. All pipes, fittings and material shall be tested and approved by the Engineer before being laid. Any pipes, fittings or material placed before they are tested and approved shall be removed and replaced with tested and approved material. Before laying the pipe, necessary bedding shall be provided wherever required as per Sub-Clauses 6.1. to 6.1.5 of this section.

e. Jointing of pipes

The pipe joints shall be flexible joints, jointed by rubber ring of type 'IA', as per IS 783-1985. The sections of the pipe shall be jointed in such a manner that there shall be as little unevenness as possible along the inside of pipe. Care should be taken while jointing to provide the correct gap between the end of spigot and back of the socket to ensure flexibility at each joint and correct location. The joints shall be finished as directed by the Engineer.The quality of rubber rings, tolerances, etc., shall be in conformity with IS 5382-1985 and latest revisions.After jointing, extraneous material, if any, shall be removed from the inside of the pipe.

f. Measurement of pipes

The length of the sewer pipes shall be measured between the inner surfaces of consecutive manholes at the invert level of the pipes along the central line of pipeline to the nearest centimeter.

g. Testing at work site.

After laying and jointing of pipes is completed, the pipe line shall be tested at work site as per all the requirements in clause 9.0 to 9.5 of this specifications and as approved by the Engineer.

h. Backfilling.

Backfilling shall be in accordance with requirements specified in clause 6.3 to 6.3.4. of backfilling.

8.3. Measurement of pipes

The length of the sewer pipes shall be measured between the inner surfaces of consecutive manholes or start to end points of laid

alignment (at road crossings and Nala Crossings) at the invert level of the pipes along the central line of pipeline to the nearest centimetre.

8.4. Glazed Stoneware (GSW) pipes confirming to IS: 651 with latest revisions & amendments, Spigot & Socket (S&S) type jointed with hemp yarn dipped in tar and with CM 1:1.5 as per IS: 4127 or with rubber gaskets applied with approved glue before inserting of gaskets at manufacturing site, as per standards EN:295, including cleaning the socket & spigot ends with soap solution and applying talcum powder for detecting cracks and jointing at site by pushing, etc. complete. (For cement joint sulphate resisting cement shall be used)

8.4.1. Wire cut Brick Manholes.

8.4.1.1. Construction.

The work shall be executed in accordance with the approved construction drawings and specifications involving,

a). Providing and constructing of 1:3:6 Cement Concrete foundation using approved quality aggregates of 40mm and downsize with an offset of 150mm all round the chamber.

b). Providing and constructing wire cut brick masonry in C.M 1:4 proportion using modular wire cut bricks of class designation 75 of approved quality and confirming to IS : 1077 with a tapering top portion as per approved construction drawings and providing cement mortar plaster in CM 1:3 proportion, 12mm thick inside and outside except for the conical surface outside, where the thickness of plaster shall be 20mm thick.Samples of bricks shall be tested as per IS : 3495 by the Contractor. Bricks rejected by the Engineer shall be removed from the site within 24 hours.Construction of Brick works shall be in accordance with IS 2212:1962 and latest revisions.

c). Providing and constructing benching with Cement Concrete 1:2:4 to the dimensions as on drawings with 1:6 slope in the concrete towards the central drain, plastered with CM 1:3 proportion, 20mm thick and finished with smooth coat of neat cement and fixing of inlet and outlet sewers in the walls with the internal periphery protected with an arch of 1:2:4 Cement Concrete with graded metal of 10mm to 20mm size.

d). Supplying and fixing of, 3 mm thick plastic (as per IS: 10910) encapsulated over 12mm dia. Fe-415 steel (as per IS: 1786) bar footsteps staggered at 300mm apart and providing and fixing of heavy duty circular steel fibre reinforced concrete (SFRC)

manhole frame and covers of 560 mm diameter conforming to IS 12592 and the payment for providing of SFRC heavy duty manhole frame and covers shall be paid separately as per quoted rate for the item in bill of quantities.

e). The channel for the manhole shall be constructed in cement concrete of M15 grade. Both sides of the channel shall be taken up to the level of the crown of the outgoing sewer. They shall be benched up in concrete and rendered in cement mortar (1:1) of 20 mm thickness and formed to a slope of 1 in 12 towards the channel.

f). The manhole construction work includes curing, pouring tar over MH frame and cover, cost of tar, engraving manhole number and flow direction on the inner surfaces etc., with all lead and lifts, finishing etc complete. The cement used for the construction of masonry works and internal & external plastering works of manholes shall be of sulphate resisting cement only confirming to IS:12330.

8.4.1.2. Testing.

All Brick Manholes shall be tested as per relevant provisions in CPHEEO Manual & relevant IS with latest revisions & amendments and specifications in clause 9.0 of Testing and commissioning.

8.4.1.3. Measurement & payment.

The depth of manhole shall be measured from the top of cover to the invert level of the deepest outgoing sewer from the manhole.The quoted rate for the Manholes for various depths as per the specifications and drawings shall include the cost of sulphate resisting cement, bedding concrete, benching concrete, wire cut brick masonry, plastering, foot steps, fixing SFRC manhole frame with cover, dewatering to keep the manhole dry until final testing etc complete.

9.0. TESTING AND COMMISSIONING.

9.1. Testing at site.

All sewers and appurtenances shall be tested before commissioning and trial run as per the specifications in this section. After laying and jointing of sewer pipes and before backfilling the trenches, the complete length of the sewer is to be checked for water tightness and the sole responsibility of arranging the necessary equipments and apparatus lies with the contractor at his own cost.

Any damage during testing shall be contractor’s responsibility and shall be rectified by him free of cost. Water for testing shall be arranged by the Contractor at his own cost.

9.2 Water Test for Sewers.

After laying and jointing of sewer pipes and before backfilling the trenches, the complete length of the sewer is to be checked for water tightness. Employer may exempt water test for lateral sewers, where house service connections are to be connected immediately to lateral sewers.

The procedure for testing is as detailed below,

Each section of sewer shall be tested for water tightness from manhole to manhole To prevent change in alignment and disturbance after the pipes have been laid, it is desirable to backfill the pipes up to the top keeping at least 90cm length of the pipe open at the joints in case of longer length pipes.

In case of concrete and stoneware pipes with cement mortar joints, pipes shall be tested three days after cement mortar joints have been made. It is necessary that the pipelines are filled with water for about a week before commencing the application of pressure to allow for the absorption by pipe wall.

The sewers are tested by plugging the upper end with a provision for an air outlet pipe with stop cock.. The water is filled through a funnel connected at the lower end provided with a plug. After the air has been expelled through the air outlet, the stop cock is closed and the water level in the funnel is raised to 2.50m above the invert at the upper end. Water level in the funnel is noted after 30 minutes and quantity of water required to restore the original water level in the funnel is determined. The pipeline under pressure is then inspected while the funnel is still in position. There shall not be any leaks in the pipe or the joints (small sweating on the pipe surface is permitted). Anysewer or part there of that does not meet the test shall be emptied and repaired or re-laid as required and tested again.

The leakage or quantity of water to be supplied to maintain the test pressure during the period of 10 minutes shall not exceed 0.2 lit/mm dia. of pipe per kilometer length per day.

Ex-filtration test for detection of leakage shall be carried out at a time when the ground water table is low.

For concrete, R.C.C. pipes of more than 600mm dia. the quantity of water inflow can be increased by 10% for each additional 100mm of pipe dia.

After completion of the test all temporary seals shall be removed, the test water shall be drained out / pumped out and the line cleaned properly.

9.3. Test for Straightness and obstruction

As soon as a stretch of sewer is laid and tested, before commissioning the cleanliness of the pipeline is to be checked by the following tests as applicable and as decided by the Engineer.

a). Torch & Mirror Test

In this method of testing, a torch will be held one end of the pipeline inside a manhole and its image through the pipeline will be reflected and seen on a mirror held at the opposite end of the pipeline, inside the next manhole. Any obstruction / debris / major mis-alignment will not give a clear image in which case the pipeline will again be cleaned / rectified and the tests re-done.

b). Ring Test

In this method of testing two steel/ wooden rings of suitable thickness and design shall be fixed facing each other at a distance of 2 feet or more. The block of rings shall be inserted from one end of the pipeline, inside manhole and pulled by a rope fixed to the block from the other end of the pipeline, inside the next manhole. The rings shall be of dia 75 mm less than the inside diameter of pipe under testing. The rope used for pulling the ring block may be inserted in the pipeline by suitable means. Any construction / debris / major misalignment will prevent the ring to pass through the pipeline in which case the pipeline will again be cleaned / rectified and the test redone, and no extra payment will be made. Alternately upon the approval of the Engineer, the sewer may be tested by inserting at the high end of the sewer, a smooth ball of a diameter 13 mm less than the pipe bore. In the absence of obstruction, such as yarn or mortar projecting through the joints, the ball should roll down the invert of the pipe and emerge at the lower end. Any construction / debris / major misalignment that prevent the ball to pass through the pipeline in which case, the pipeline shall be again cleaned / rectified and the tests redone, and no extra payment will be made.

9.4. Water Test for Manholes.

The entire height of Brick and RCC manhole shall be tested for water-tightness by closing both the incoming and outgoing ends of the sewers and filling the manhole with water. A drop in water level not more than 50mm per 24 hours shall be permitted. In case of high subsoil water it should be ensured that there is no leakage of ground water into the manhole by observing the manhole for 24 hours after emptying it.

9.5. Test Records

Complete test records shall be maintained for all tests carried out for sewers both during construction and after being in service. The tests carried out as in specifications, approved QAP shall be documented in the formats as approved by the Engineer and shall be carried out in the presence of the Engineer or his representative and shall be certified by the Engineer or his representative and the Contractor. All completed Test records/documents shall be submitted to the Engineer before submission of bills.

9.6. Commissioning

After satisfactory completion of works and Testing of the sewer lines and appurtenances as per specifications in above clauses, the system shall be commissioned for trial run and operation.

9.7. Final Finishing

The contractor will ensure that the entire structure along with all its installations is in finished and in new and fully operative condition when handed over. He shall have repaired and removed all signs of damage that might have been done during the course of construction of manholes and laying of sewers. He shall also see that the entire exterior has been finished properly and the entire site is cleared of all extra construction material, debris, and excavated soil. This shall have to be done to the satisfaction of the Engineer.

9.8. As Built Drawings

The contractor shall submit to the Engineer within two months of actual completion of the work, “As Built” Drawings as specified below and operation and maintenance instructions for the whole of the Works. These Drawings shall be accurate and correct in all respects, including the existing sewer network for which the contractor has done the condition assessment survey, shall be submitted to, and approved by the Engineer. Completion Drawings as below on two prints and one

polyester film shall be supplied by the contractor, along with a soft copy in CD. These drawings shall be developed in Auto CAD. Drawing shall be of standard size as below,

i). Strip Plans and L-sections of Under Ground Drainage system showing pipe work in package area on scale as per standard practices to the satisfaction of the Engineer, showing sewer alignments, levels, appurtenances, sizes and material of pipe etc. complete.

ii). Structural Drawings showing reinforcement details of all the components covered under this contract as per standard practices.

10.0 Road Restoration: As per the Indian Road Congress (IRC) and specification specified in the guidelines.

Refilling the road surface

After the backfilling is completed, the contractor shall restore the surface of the trench over the pipe to that road surface existing prior to excavation, i.e., either bitumen or cement concrete as the case may be and verified from the adjacent surface. This will be paid as per the Bill of Quantities. The width for the payment of road cutting or restructuring will be only as per the direction of the Engineer.

The roads shall be installed in layers as per Drawing over the back fill as per concerned sections of MORTH.

a. Backfill over the water lines / sewer lines to the desired level as per drawing and specification.
b. Approved soil compacted in layers as per drawing, using soil deposited at site from road cutting and excavation to achieve compaction level Table 300-2 and Section 301 of MORTH Technical specification.
c. Layer of sand / stone dust as per drawing to achieve 97% relative compaction of laboratory dry density to meet requirement of table 300-2 of MORTH specification.

d. Granular Sub base as per section 401 of MORTH specification.
e. Wet mix macadam (WMM) as per section 406 of MORTH specification.
f. Bituminous macadam (BM) as per section 504 of MORTH specification.
g. Bituminous concrete (BC) as per section 507 of MORTH specification.
e. **502.4.3 Application of Bituminous Primer:** After preparation of the road surface as per Clause 502.4.2, the primer shall be sprayed uniformly at the specified rate. The method for application of the primer will depend on the type of equipment to be used, size of nozzles, pressure at the spray bar and speed of forward movement. The Contractor shall demonstrate at a spraying trial, that the equipment and method to be used is capable of producing a uniform spray, within the tolerances specified. No heating or dilution of SS1 bitumen emulsion and shall be permitted at site. Temperature of cutback bitumen shall be high enough

to permit the primer to be sprayed effectively though the jets of the spray and to cover the surface uniformly

SECTION 8:

DRAWINGS

SECTION 9:

BILL OF QUANTITIES

Note:

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).

(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITT Clause 24.1(a)]

(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]

SECTION 10:
FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ [name of Employer]
_____ [address of Employer]
WHEREAS _____ [name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract");
AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;
AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;
NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ [amount of guarantee] [63]_Rupees_____ _____[in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee][64] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.
We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.
We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.
Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

[63] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

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AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;
AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;
NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ [amount of guarantee] [63]_Rupees_____ _____[in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee][64] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.
We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.
We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
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